

351729

37237

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VIII**FILE PLAN**16.04.01

IN THE MATTER OF:

Petrochem Recycling Corp.
/Ekotek, Inc. Site
Salt Lake City, UtahProceeding under Section 122(g) (4)
of the Comprehensive Environmental
Response, Compensation, and Liability
Act of 1980, as amended, 42 U.S.C.
§ 9622 (g) (4)ADMINISTRATIVE ORDER
ON CONSENTDE MINIMIS SETTLEMENTU.S. EPA Docket No.:
CERCLA-VIII-95-03**ADMINISTRATIVE RECORD**

I. JURISDICTION

This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), Pub. L. No. 99-499, 42 U.S.C. 9622(g)(4), to reach settlements in actions under Section 106(a) or 107(a) of CERCLA, 42 U.S.C. 9606(a) or 9607(a). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E (issued September 13, 1987, modified by memorandum of June 17, 1988).

This Administrative Order on Consent is issued to Respondents identified in Appendices A and B hereto. Each Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Consent Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning(s) assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Order or in the Appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"Base Amount" shall mean the product of the Respondent's volumetric contribution of Waste Material to the Site (as identified in Appendix A or Appendix B) and \$2.97, the per gallon dollar amount. The per gallon dollar amount was computed by dividing the Remediation Cost by the Total Volume of Waste Material at the Site.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

"Consent Order" or "Order" shall mean this Order and all appendices and attachments hereto. In the event of conflict between this Order and any appendix or attachment, this Order shall control.

"Day" shall mean a calendar day unless expressly stated otherwise. "Working day" shall mean a day other than a Saturday, Sunday or Federal holiday. In computing any period of time under this Consent Order where the last day would fall on a Saturday, Sunday or Federal holiday, the period shall run until the close of business of the next working day.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"Federal Respondents" shall mean the Defense Logistics Agency (Defense Reutilization and Marketing Service), Alameda Naval Air Station, MCAS El Toro, Camp Pendleton, Marine Corps Supply Center - Yermo Annex, Marine Corps Supply Center - Barstow, Hill Air Force Base, Mountain Home Air Force Base, Luke Air Force Base, George Air Force Base, Williams Air Force Base, Fort Douglas, Tooele Army Depot, and Fort Ord; and their successor departments or agencies.

"Future Response Costs" shall mean, for purposes of this settlement, all response costs, including, but not limited to, direct and indirect costs, that the United States and any other person incur at or in connection with the Site after November 12, 1993.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, et seq., including but not limited to, any amendments thereto.

"Non-Federal Respondents" shall mean all Respondents except for Federal Respondents.

"Operation and Maintenance" or "O & M" shall mean all activities required to operate and maintain the effectiveness of the remedial action.

"Paragraph" shall mean a portion of this Consent Order identified by an arabic numeral.

"Past Response Costs" shall mean, for purposes of this settlement, all response costs, including, but not limited to, direct and indirect costs that the United States or any other person incurred in connection with the Site prior to and including November 12, 1993.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, et seq., also known as the Resource Conservation and Recovery Act.

"Remediation Cost" shall mean the estimated total dollar amount for all response actions at the Site used for this settlement, including, but not limited to, the cost of remedial action, Past Response Costs, Future Response Costs, and Operation and Maintenance Costs. The Remediation Cost is \$69,594,403.

"Respondents" shall mean those entities, including the Federal Respondents, identified in Appendices A and B, which are incorporated herein by reference.

"Section" shall mean a portion of this Consent Order identified by a roman numeral.

"Settlement Amount" is the total amount each Respondent is obligated to pay, as identified in Appendices A and B to this Consent Order.

"Site" or "Petrochem/Ekotek Site" shall mean the Petrochem Recycling Corp./Ekotek, Inc. Site, as defined in Section III, Paragraph 1 of this Order.

"Total Volume of Waste Material" shall mean the estimated cumulative amount of Waste Material disposed at the Site, used for this settlement. The Total Volume of Waste Material is 23,454,592 gallons.

"United States" shall mean the United States of America, including its agencies, departments, and instrumentalities, except the Department of Interior (Bureau of Reclamation), U.S. Postal Service, Federal Aviation Agency, U.S. Department of Agriculture (U.S. Forest Service), and General Service Administration.

"Waste Material" shall mean materials constituting or containing (1) any hazardous substance as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), or (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33).

III. STATEMENT OF FACTS

The following paragraphs present the factual determinations made by EPA in support of this Order. Respondents neither admit nor deny them.

1. The Petrochem/Ekotek Site is the area listed on the National Priorities List promulgated on October 14, 1992, 57 Fed. Reg. 47180, 47200 (October 14, 1992), as that area has been defined therein and as may be expanded by the United States from time to time. The Site, which includes the areal extent of contamination, is located at 1628 North Chicago Street, Salt Lake City, Salt Lake County, Utah, approximately 15 miles southeast of

downtown Salt Lake City, Utah. The Site is presently owned by the Ekotek, Inc., bankruptcy estate and encompasses approximately 6.6 acres.

2. From 1953 to 1968, the Site was owned and operated as a refinery by O.C. Allen Oil Company. In 1968, Flinco, Inc., purchased the facility and operated the refinery until 1978. During that time, Flinco changed its name to Bonus International Corporation. In 1978, the property changed ownership to Axel Johnson, Inc. (AJI), and was operated as a hazardous waste storage and treatment facility and as a waste oil recycling facility through AJI's subsidiary, Ekotek, Inc., a Delaware corporation. In 1981, the facility again changed ownership but reincorporated as Ekotek, Inc., a Utah corporation. After Ekotek, Inc., declared bankruptcy in November, 1987, Petrochem Recycling Corporation leased the facility from Ekotek, Inc., and continued operations until February 1988. Operations ceased after the State of Utah issued Petrochem Recycling a Notice of Violation.

3. Hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. 9601(14), have been or are threatened to be released into the environment at or from the Site. Sources of contamination at the Site have included approximately 60 tanks, 1,200 drums, and 1,500 smaller containers, three surface impoundments, an underground drainfield, numerous piles and pits of waste material, underground tanks, incineration furnaces, and contaminated soils. Contaminants associated with these on-site sources include heavy metals, chlorinated solvents and other volatile organic compounds, polynuclear aromatic hydrocarbons, pesticides, PCBs (Aroclor 1260), dioxin, and furans. Numerous compounds have been detected in the groundwater on-site. The groundwater is hydraulically connected to the underlying aquifers of the Salt Lake Valley which provide drinking water to an estimated 27,000 people. In the past, EPA has detected 2-Methylnaphthalene, among other compounds, in releases to the atmosphere at the Site which could pose a threat to people living within 1 mile of the Site. Endangered species, including the peregrine falcon, are within 2 miles of the Site.

4. As a result of the release or threatened release of hazardous substances into the environment at or from the Site, EPA has undertaken response actions at the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. EPA has entered into an Administrative Order on Consent (AOC) for the performance of a Remedial Investigation/Feasibility Study (RI/FS) for the Site. Completion of the RI/FS and issuance of a Site-wide Record of Decision ("ROD") is not expected until 1995.

5. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site. As of July 31, 1993, EPA had incurred approximately \$3,480,952. (This figure is calculated for purposes of this settlement only.)

6. Information currently known to EPA indicates that:

a. Each Respondent listed on Appendix A or B to this Consent Order arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of Waste Material owned or possessed by such Respondent at the Site, or accepted Waste Material for transport to the Site;

b. The amount of Waste Material contributed to the Site by each Respondent individually is equal to or less than 100,000 gallons and does not exceed 0.5% of the hazardous substances at the Site; and the hazardous substances contributed by each Respondent to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

c. EPA and the Respondents (collectively referred to as the "Parties") agree that settlement of this case without litigation and without the admission or adjudication of any issue of fact or law is the most appropriate means of resolving this action.

7. In evaluating the settlement embodied in this Consent Order, EPA has considered the potential costs of remediating the contamination at or in connection with the Site taking into account possible cost overruns.

8. Payments required to be made by each Respondent pursuant to this Consent Order are a minor portion of the total response costs at the Site which EPA, based upon currently available information, estimates, for purposes of this settlement, to be \$69,594,403.

9. EPA has identified persons other than the Respondents who owned or operated the Site, or who arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of Waste Material owned or possessed by such a person at the Site, or who accepted Waste Material for transport to the Site. EPA has considered the nature of its case against these non-settling parties in evaluating the settlement embodied in this Consent Order.

IV. DETERMINATIONS

Based upon the Statement of Facts set forth above and on the administrative record for the Settlement, EPA has determined that:

1. The Petrochem/Ekotek Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

2. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

3. Each Respondent is a potentially responsible party within the meaning of Sections 107(a) and 122(g)(1) of CERCLA, 42 U.S.C. §§ 9607(a) and 9622(g)(1).

4. There has been an actual or threatened "release" of a hazardous substance at or from the Site, as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

5. Prompt settlement with each of the Respondents is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

6. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site pursuant to Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

7. The settlement embodied in this Consent Order is fair, reasonable, and consistent with CERCLA.

V. ORDER

Based upon the administrative record for this Settlement and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, it is hereby AGREED TO AND ORDERED:

PAYMENT

1. As indicated by each Respondent's premium election on the signature page of this Consent Order, each Respondent has elected one of the two premium options set forth below. If Premium Option A was selected by the Respondent, the Respondent shall refer to Appendix A to this Order for such Respondent's Settlement Amount (equal to Respondent's Base Amount times a multiplier of 1.30.) If Premium Option B was selected by the Respondent, the Respondent shall refer to Appendix B to this

Order for such Respondent's Settlement Amount (equal to Respondent's Base Amount times a multiplier of 2.20.)

a. OPTION A: Each Respondent listed in Appendix A shall pay a "premium for settlement" to the United States in an amount equal to the product of 0.3 and that Respondent's Base Amount set forth in Appendix A.

b. OPTION B: Each Respondent listed in Appendix B shall pay a "premium in lieu of cost reopener" to the United States in an amount equal to the product of 1.20 and that Respondent's Base Amount set forth in Appendix B.

2. Each Non-Federal Respondent shall pay to the Hazardous Substances Superfund the Settlement Amount set forth in Appendix A or B to this Consent Order, incorporated herein by reference, within 30 days of the effective date of this Consent Order.

3.a. All payments made by Non-Federal Respondents pursuant to Section V, Paragraph 2 of this Order, including any interest thereon that may be due and payable pursuant to Section V, Paragraph 6 of this Order, shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Payments must be designated as "Response Costs-Petrochem/Ekotek De Minimis Settlement, Docket No.: CERCLA-VIII-94-[____], Site No. F3, (Utah)" and shall be sent to:

United States Environmental Protection Agency
Region VIII
P.O. Box 360859M
Pittsburgh, PA 15251
Attn: Superfund Accounting

with a copy sent simultaneously to:

EPA Cost Recovery Program Manager
Superfund Enforcement Section (8HWM-SR)
United States Environmental Protection Agency
999 18th Street, Suite 500
Denver, Colorado 80202-2466

3.b. EPA may establish and maintain a site specific "special account" which shall be used solely for the purpose of receiving, managing, and disbursing funds, or portions thereof, received pursuant to this Consent Order for response activities at the Site, including oversight of such response activities. EPA shall maintain and have sole control over such special account. EPA in its sole discretion shall determine how and in what amounts funds shall be disbursed from the site specific special account. EPA in its sole discretion shall determine what proportion of moneys collected pursuant to this settlement shall

be considered reimbursement of EPA's past response costs, as that term may be defined by EPA.

4. Within a reasonable time after the effective date of this Order, but not exceeding six months, each Federal Respondent shall pay the Settlement Amount set forth in Appendix A or B to this Consent Order to the Hazardous Substance Superfund in accordance with the provisions of Section V, Paragraphs 1 and 3, of this Order, or as may otherwise be agreed between EPA and the Federal Respondents. Notwithstanding any other provision of this Order as to each Federal Respondent, in the event that a Federal Respondent fails to complete payment of its respective share into the Hazardous Substance Superfund within six months of the effective date of this Order, EPA in its unreviewable discretion may determine the settlement is null and void as to that Federal Respondent.

5. The Parties agree that no provision of this Order shall be interpreted as or to constitute a commitment or requirement that the Federal Respondent obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, et seq.

6. Interest on all payments required by Section V, Paragraphs 2 and 4 of this Order shall begin to accrue upon the effective date of this Consent Order, at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). In the event that any payment required of any Non-Federal Respondent by Section V, Paragraph 2 of this Order is not made within 30 days of the effective date of this Consent Order or any payment of funds into the Hazardous Substance Superfund by any Federal Respondent by Section V, Paragraph 4 of this Order is not made within six months of the effective date of this Consent Order, such Respondents shall pay accrued interest on the unpaid balance. Interest on any payment required of any Respondent shall be compounded annually. On October 1st of each subsequent fiscal year, any unpaid balance shall begin accruing interest at a new rate to be determined by the Secretary of the Treasury. Interest shall accrue at the rate specified through the date of the Respondent's payment. Accrued interest on the amount set forth in Section V, Paragraphs 2 and 4 of this Order, shall be paid to the Hazardous Substance Superfund. Payments of interest made under this Paragraph shall be in addition to any remedies or sanctions available to EPA by virtue of any Respondent's failure to make timely payments under this Section.

7. The total amount to be paid by each Respondent includes a payment for, among other things: a) Past Response Costs incurred at or in connection with the Site; and b) projected Future Response Costs to be incurred at or in connection with the Site. Premium payments have been set a level that recognizes the existence of orphan shares at the Site.

Respondents choosing premium Option B have elected to pay, in addition, a premium amount to cover, among other things, the risk that response costs incurred at or in connection with the Site will exceed \$69,594,403. The Respondents who have not elected to pay this additional premium amount are subject to the Reservation of Rights included in Section V, Paragraph 17.c., of this Consent Order. Settlement Amounts paid by each Respondent under this Consent Order are not fines, penalties or monetary sanctions.

CIVIL PENALTIES

8. In addition to any other remedies or sanctions available to the EPA, including remedies specified in this Consent Order, any Non-Federal Respondent that fails or refuses to comply with any term or condition of this Consent Order shall be subject to a civil penalty of up to \$25,000 per day of such failure or refusal pursuant to section 122(1) of CERCLA, 42 U.S.C. § 9622(1).

CERTIFICATION OF RESPONDENTS

9. Each Respondent hereby certifies individually that, to the best of its knowledge and belief, it has conducted a thorough, comprehensive, good faith search for documents and information and has fully and accurately disclosed to EPA all documents and information currently in its possession, or in the possession of its officers, directors, employees, contractors, or agents that relates in any way to the ownership, operation, generation, treatment, transportation, storage, or disposal of Waste Material at the Site.

10. Each Respondent hereby certifies, individually, that it has fully complied to the best of its knowledge and belief with any and all EPA requests for documents and information pursuant to sections 104(e) and 122(e) of CERCLA, 42 U.S.C. § 9604(e) and 9622(e), and section 3007 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6927. Provision of false, fictitious, or fraudulent statements or representations to the United States may subject a Respondent to criminal penalties under 18 U.S.C. § 1001.

11. Each Respondent hereby certifies, individually, that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site since notification of potential liability or the filing of a suit against Respondent regarding the Site.

COVENANT NOT TO SUE

12. In consideration of the payments that will be made by each Respondent under the terms of this Consent Order, and

subject to the reservations of rights in Section V, Paragraphs 16 through 19 of this Consent Order, EPA covenants not to sue or to take any administrative action against each such Respondent pursuant to Sections 106(a) and 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) and 9607(a), and Section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site. These covenants not to sue shall take effect with respect to each Respondent upon the receipt by EPA of the payment from that Respondent required by Section V, Paragraphs 2 and 4, of this Consent Order.

13. This covenant not to sue is conditioned as to each Respondent upon the complete and satisfactory performance of all obligations of such Respondent under this Consent Order.

14. Each Respondent covenants not to sue and agrees not to assert any claims or causes of action against the United States, including, but not limited to, the Federal Respondents, or its contractors and employees with respect to the Site or this Consent Order, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507), through Sections 106(b)(2), 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, or 9613, or any other provision of law; or any claims arising out of response activities at the Site; or claims for any other costs, damages, or attorneys' fees from the United States with respect to the Site or this Consent Order. Nothing in this Consent Order shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

15. The covenant not to sue set forth in Section V, Paragraph 12 of this Order extends only to Respondents and does not extend to any other person.

RESERVATION OF RIGHTS

16. The covenants not to sue by EPA set forth in Section V, Paragraph 12, of this Order do not pertain to any matters other than those expressly specified in Paragraph 12. The United States, including EPA, reserves, and this Consent Order is without prejudice to, all rights against Respondents with respect to all other matters, including but not limited to the following:

a. Claims based on failure to make the payments required by Section V, Paragraphs 2 and 4 of this Consent Order;

b. Any liability for damages for injury to, destruction of, or loss of natural resources;

c. Criminal liability; or

d. Liability arising from the past, present or future disposal, release or threat of release of Waste Material outside the Site as defined in Section III, Paragraph 1 of this Consent Order.

17. Notwithstanding any other provision in this Consent Order, the United States, including EPA, reserves, and this Consent Order is without prejudice to, the right to institute judicial proceedings or to issue an administrative order seeking to compel the Respondents 1) to perform response actions relating to the Site, or 2) to reimburse the United States, including EPA, for additional costs of response if:

a. information not contained in EPA's administrative site file as of the effective date of this Consent Order is discovered which indicates that such Respondent contributed Waste Material to the Site in an amount greater than the sum of the amount listed for that Respondent in Appendix A or B of this Consent Order plus 10,000 gallons;

b. information not contained in EPA's administrative site file as of the effective date of this Consent Order is discovered which indicates that such Respondent contributed Waste Material to the Site in an amount greater than 100,000 gallons, or which indicates that such Respondent contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site; or

c. response costs incurred at or in connection with the Site exceed \$69,594,403, the Remediation Cost for the Site. This subparagraph c. shall not apply to Respondents that opt to pay a "premium in lieu of cost reopener" pursuant to Section V, Paragraph 1.b of this Order.

18. Except as provided in Section V, Paragraph 12 of this Order, nothing in this Consent Order is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Consent Order.

19. EPA and the Respondents agree that actions undertaken by the Respondents in accordance with this Consent Order do not constitute an admission of any liability by any Respondent. The Respondents do not admit and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in this Consent Order.

EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

20. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Order. The United States, including EPA, and the Settling Parties hereto each expressly reserves any and all rights (including, but not limited to, any right of contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

21. With regard to claims for contribution against Respondents for matters addressed in this Consent Order, the Parties hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as is provided by Sections 113(f)(2), 113(g)(3), and 122(g)(5) of CERCLA, 42 U.S.C. §§ 113(f)(2), 9613(g)(3), and 9622(g)(5). Such protection with respect to each Respondent is conditioned upon that Respondent's compliance with the requirements of this Consent Order.

22. Each Respondent agrees not to contest or otherwise challenge in any way EPA's selection and implementation of the Record(s) of Decision (ROD(s)) or other response action(s) at the Site.

PARTIES BOUND

23. This Consent Order shall apply to and be binding upon EPA, and upon each of the Respondents, and their officers, directors, employees, agents, heirs, successors, and assigns. Any change in ownership or corporate or governmental status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall in no way alter such Respondent's responsibilities under this Consent Order. Each signatory for a Respondent to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to bind legally the Respondent represented by him or her.

PUBLIC COMMENT

24. This Consent Order shall be subject to a thirty-day public comment period, pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or modify consent to this Consent Order if during public comment, comments received disclose facts or considerations which indicate this Consent Order is inappropriate, improper, or inadequate. In

addition, EPA may choose to make this Consent Order effective as to some Respondents and not as to others if comments or information is received before the Consent Order's effective date which indicate this Consent Order is inappropriate, improper, or inadequate as to one or more of the Respondents, but not as to all.

EFFECTIVE DATE

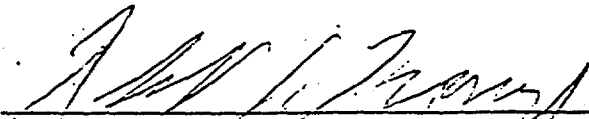
25. The effective date of this Consent Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Section V, Paragraph 24 of this Order has closed and that comments received, if any, do not require modification or withdrawal by EPA.

COUNTERPARTS

26. This Consent Order may be executed in any number of counterparts, each of which when executed and delivered to EPA shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By 
Robert L. Duprey, Director
Hazardous Waste Management Division

10/27/94
(Date)

APPENDIX A

LIST OF SETTLEMENT AMOUNTS Including Premium for Settlement-Option A

The Settlement Amount for each Respondent choosing Option A is calculated as follows:

$$\frac{\$69,594,403}{23,454,592 \text{ gal.}} \times 1.3 \times (\text{volume of PRP's waste material}) = \text{Settlement Amt.}$$

| RESPONDENTS | Volume of Waste Material | Base Amount | Settlement Amount |
|----------------------------------------|-----------------------------|----------------|----------------------|
| 1 ALLIED PETROLEUM OF RENO | 13312 | \$39,536.64 | \$51,384.32 |
| 2 B & W GARAGE INC. | 1395 | \$4,143.15 | \$5,384.70 |
| 3 DAVIS COUNTY SCHOOL DISTRICT | 7936 | \$23,569.92 | \$30,632.96 |
| 4 GUY F. ATKINSON CONSTRUCTION COMPANY | 6939 | \$20,608.83 | \$26,766.20 |
| 5 MERRITT CHEVRON | 2088 | \$6,201.36 | \$8,059.68 |
| 6 MOSER ENGINE SERVICE, INC. | 200 | \$594.00 | \$772.20 |
| 7 REO MCMURDIE | 304 | \$902.88 | \$1,173.44 |
| 8 THE WALT DISNEY COMPANY | 18040 | \$53,578.80 | \$69,634.00 |
| 9 TRANSMISSION LIMITED | 3150 | \$9,355.50 | \$11,985.30 |
| 10 W. & K. MOBILE SERVICE INC. | 2140 | \$6,355.80 | \$8,260.40 |
| 11 WESTERN DRIVE TRAIN | 2536 | \$7,531.92 | \$9,788.96 |

APPENDIX A

LIST OF SETTLEMENT AMOUNTS Including Premium for Settlement-Option A

The Settlement Amount for each Respondent choosing Option A is calculated as follows:

$$\frac{\$69,594,403}{23,454,592 \text{ gal.}} \times 1.3 \times (\text{volume of PRP's waste material}) = \text{Settlement Amt.}$$

| RESPONDENTS | Volume of Waste Material | Base Amount | Settlement Amount |
|-------------------------|-----------------------------|----------------|----------------------|
| 1 INDUSTRIAL COMPLIANCE | 8085 | \$24,012.45 | \$3,120.81 |

APPENDIX B

LIST OF SETTLEMENT AMOUNTS Including Premium in lieu of Cost Reopener-Option B

The Settlement Amount for each Respondent choosing Option B is calculated as follows:

$$\frac{\$69,594,403}{23,454,592 \text{ gal.}} \times 2.2 \times (\text{volume of PRP's waste material}) = \text{Settlement Amt.}$$

| RESPONDENT | Volume of Waste Material | Base Amount | Settlement Amount |
|-----------------------------------------|-----------------------------|----------------|----------------------|
| 1 GUS PAULOS CHEVROLET | 1950 | \$5,791.50 | \$12,753.00 |
| 2 HOLLADAY CONOCO (VAUGHN SMITH CONOCO) | 1105 | \$3,281.85 | \$7,215.65 |
| 3 PARLEY'S WAY CONOCO | 720 | \$2,138.40 | \$4,701.60 |
| 4 POLYCLAD LAMINATES | 2500 | \$7,425.00 | \$16,335.00 |
| 5 STANDARD TRANSPORTATION, INC. | 3067 | \$9,108.99 | \$20,039.78 |